GOVERNMENT OF MADRAS.

Old Secti. II 28, New Sectt. II-16-71,006—28-1-55

(1955) Department.

~~Endorsement~~
~~D.O.—~~
~~Memorandum~~
~~Lodged~~

No. [illegible]

Dated 24-12-1955.

Passed
24
Sd

FURTHER PAPERS.

Department.	Number.	Series.	Date.
Forest – Cottacamund circle – South Kanara Division Murkody R.F. Coupe A & B – Non-Confirmation of			

SECRETARY
21 SEP 1955
AGRICULTURE DEPARTMENT

From

V. Gopalkrishna Nagappaya Shanbhog,
Forest Contractor,
Vandse Post,
Coondapoor Taluk
South Kanara Dist.

SECRETARY
21 SEP 1955
AGRICULTURE DEPARTMENT

83995

To

The Secretary,
Development Department,
Government of Madras,
M a d r a s 9

Registered A.D.

Respected Sir,

Sub: Forest Department - Cotacamund Circle - South Kanara Division

Re) Sale of Murkody R.F. Coupe A, 53 acres - Date of Sale 25.7.1955. - Regeneration plantation - Coondapoor Range - Delay in confirmation of

2) My petitions dated 9.7.1955 and 30.7.1955 to the Conservator of Forests, Cotacamund Circle -

SECRETARY TO GOVERNMENT
22 SEP 1955
AGRICULTURE DEPARTMENT

I have to submit that in the auction sale of forest coupes held at Coondapoor on 25.7.1955 by the District Forest Officer, South Kanara, I had purchased Murkody R.F. Coupe A. 53 acres for Rs. 16,740/- and deposited Rs 3,340/- below.

E.M.D. to bid at the sale as per receipt No. 25152 dated 25.7.1955	Rs 1,000- 0- 0
1/5th full sale value of the coupe as per receipt No. 25154	Rs 2,340- 0- 0
Total ..	Rs 3,340- 0- 0

I beg to submit that I have so far not received any communication from the Forest Department regarding the confirmation of the said coupe. I submit that the following grievances may kindly be looked into and favourable orders may be passed early.

I have purchased the coupe Murkody-hola R.F. Coupe A - 53 acres - as stated above for an abnormal price of Rs 16,740 which works out at Rs 316/- per acre. When the sale was announced, I had submitted a petition to the Conservator of Forests, Cotacamund Circle on 9.7.1955. The petition is enclosed herewith for kind perusal. In that petition, I have submitted to the Conservator of Forests Cotacamund

para 1 to 2 below

that the coupes to be sold on 25.7.55 have to be released to the purchasers at the latest on 10th August, 1955 ~~and~~. reason for this request is the condition laid down in the clause 4 of K.O.No.3145/55-C5 dated 2.7.1955 regarding the commencement of lease period i.e., starting felling from "1st of September 1955 or from the date of execution of agreement, if later up to 30th April, 1955" This is a damaging clause which does not in any way restrict for the delay in commencement of lease period, but definitely gives a timing up to 30th April, 1955 as stated. I had clearly and frankly stated the reason for my request regarding the Nearly release of Coupe.

Unfortunately, I have purchased the coupe on 25.7.1955 for the price stated above after a healthy competition and submitted another petition to the Conservator of Forests Ootacamund Circle by registered post on 30.7.55 which was acknowledged by the Conservator on 5.8.1955. I beg to submit with very much regret that no orders have been passed by the Conservator as a reply for my two petitions. In my second petition as I am the purchaser of the Coupe, I have even pointed out that unless the Coupe is released at an early date - earlier than 1st September, 1955 - it would be very hard to carry out the felling and transport work satisfactorily by the 30th April 1955. The petition is enclosed for kind perusal.

pp 13-14 bl

Your Honour may be pleased to note that in South Kanara there are several fuel coupes and timber coupes which have been sold on 15th March 1955. Leaving the coupes of the other ranges, I submit that in Coonapoor Range there are 8 fuel coupes of 416 acres which have to be worked during 1955 - 56. As stated above, the sale was carried out on the 15th March 1955 for which the contractors have been given a voidah for felling conversion and removal from 1st July to 31st May 1956, i.e., 11 working months. The above coupes are to be worked under fuel working circle where the

contractors have to clearfell and remove the produce from the coupe to outside the coupe limit. As a matter of fact, in the coupe I have purchased, it is not only felling and removal of the produce but as per condition No.7 of the Sale Notice R.C.No.3145/55-C5 dated 2.7.1955 - "These coupes are intended to be planted by the Department without burning the area, and therefore the lessee should remove all materials from the coupe without leaving them inside the coupe. Unsaleable materials, if any, which the contractor may not want to remove from the coupe, shall be transported and stacked along the contours at the contractor's cost."

I beg to state that as per the sale of 8 fuel coupes, the acres is 416 at an average of 52 acres. These being the fuel coupes, the contractors can leave the unsaleable materials felled inside the coupe without arranging them in the contours. The coupe purchased by me being a regeneration coupe, I need not explain at length the difficulties and extra amount of labour that is involved for stacking the unsaleable materials such as big unmarkatable soft wood trees, etc., along the contours of the coupe. But the time given for the fuel coupes is 11 solid workable months. In the second case, when the contractor has to work the same 53 acres on the same period and season, incurring an extra labour as per condition 7 of the sale notice, he gets barely 8 months, provided the sale is confirmed and the coupe released to him on 1st of September, 1955. Hence, I submitted humbly to the Conservator of Forests Ootacamund Circle at least to confirm the sale as early as possible after the sale on 25.7.1955, so that the purchaser can move with the local contractors and catch the market for his produce.

In my two petitions I have clearly stated the availability of mazdoors, the condition of tracks especially of

Coondapoor Taluk, the duration of monsoon and the difficulties of transport (vide petitions enclosed). But, my appeal had no effect on the Conservator of Forests, Ootacamund Circle up till 15th September, 1955. I request that it is better to appoint a commission and find out by the local investigation whether my two petitions are based on truth or not. I had not any intention to dupe the Forest Department or my Government, but I had only one intention to complete my work satisfactorily so as to live in this world without incurring any loss to my investments. I know it personally that the Conservator of Forests himself has inspected Murkody R.F. Coupes on 13-3-1955 and selected the coupe for regeneration. If the Conservator had taken any pains to investigate the matter during his visit to South Kanara after the sale, i.e., during 1st week of August 1955, there would not have been any trouble to any contractors who are now put to hardships and loss for the simple negligence of a responsible officer.

I most humbly beg to submit that this is an appeal for justice and fairplay. Clearly more than 1½ months have passed and yet I have not received the confirmation order of the coupe. I am unable to guess that how many weeks more may elapse to get the order because I was told that a certified survey by the Gazetted Officer is required for the confirmation. I am at a loss to understand why a certified survey was not carried out, though the coupe was laid out 3 or 4 months prior to the sale on 25.7.1955. But it is not my concern to point out the defect in the administration, but I humbly submit that such a defect might have delayed the confirmation.

As stated in my petitions for everything in South Kanara there is a cutting season and transport season and we have to entirely depend on these seasons with the limited mazdoors. After the harvest in Coondapoor Taluk, I confess that more than 60 per cent of the mazdoors will migbate to

the ghats for work in Mysore State and North Kanara in places like Sagar, Sirsi, Siddapur, Bilgi, etc. This is a common custom and living in Coondapoor Taluk which was followed by them from time immemorial. A kind enquiry with the local M.L.A.s will reveal the truth of my statement. I have to submit that no confirmation of the coupe has come so far and barely there remain about 20 days for the harvest season after which the mazdoors will go out and acute scarcity of labour is felt. So, I am, as a contractor losing the entire cutting period of this season. By the time harvest begins, the other contractors of fuel coupes will finish all or at least 2/3 of their felling work. If not, I am sure, they will never complete the work satisfactorily. A kind enquiry with the local contractors and all their completion reports of the 1st and 2nd strips will reveal the truth of my statement.

Now, I feel dejected to submit that even if the coupe is thrust on me by force or by some flimsy condition of the sale notice, I am not prepared to take the coupe for work unless extension of voidah up to 31st April 1957 is granted. An extension of voidah for 15 days or one month will never serve my purpose as I have lost the entire cutting season of this year. Due to the delay in confirmation of the coupe before 1st September, 1955, I am deprived even of the precious month of September which falls within the cutting season. In view of this fact it is quite essential that the next cutting season in 1956 should be made available to me.

The coupe has to be completed by 30th April 1956, and if at all an extension of 15 days or one month is given, it will be during the month of May 1956. I need not drive at a point that a kind study of the topography of Coondapoor Taluk especially of Jadkal Centre will reveal the truth that no transport will be possible after the commencement of rain, i.e., after the 15th of May. There are many

streams which have got no bridges and which will be filled with water after the first rain. So the question of removal of the produce is a dead stop. Your Honour will be pleased to note that all the cut produce will have to be transported to the Ganguli river from where it has to be transported to Mangalore and Bombay markets by country crafts. Unfortunately, these ~~transport~~ country crafts will be stopped by the 15th of April 1956. A kind enquiry with the Customs and Port Office at Ganguli will reveal the truth of my statement. I need not drive at a point that if the cut produce is left unsold or unremoved, it will be a great loss to a contractor of my status. Any contractor after the closure of the transport season has to wait for another six months without any work or transaction.

I beg to submit that if I am made a scape goat and if the coupe is entrusted to me under these abnormal conditions, I am not prepared to take up the work, as I have lost the cutting and transport season. In support of my above statement I submit that a kind perusal of the agreement condition No.9 para 3 reads as follows:-

"In the case of coupes which are not accessible for transport of produce during the monsoon the contractor may be permitted by the Range Officer during monsoon to proceed with the felling and conversion of produce in the subsequent strip. But the felling in the first strip must be completed and all the felled produce etc., stored along the extraction routes for subsequent removal before such permission could be granted."

By the above condition, your Honour may be kind enough to find out that because of the existing conditions such as availability of mazdoors for cutting only during monsoon, and possiblity of transport only after the subsidence of the monsoon is the natural phenomena of the Coondapur Taluk and as such the above clause in the agreement is specially

meant for the contractors of Coondapoor Taluk. To give a clear picture, I submit that in other Ranges, the contractor has to cut and transport the entire produce of a strip before the commencement of work in the subsequent strip. Though the Department is fully aware of these special conditions of Coondapoor Taluk and though I have submitted two petitions to the Conservator Ootacamund Circle well in advance requesting the early release of coupe, I am at a loss to understand why the confirmation has been inordinately delayed. I am appealing this to your Honour, because the Department which restricts the time of felling conversion and transport has got á no power in its hand to give an extension of even a single day after the expiry of the lease period, i.e., 30th April 1956. Knowing fully well all these things the coupe which I have purchased has not been confirmed so far.

I had attended the sale at Coondapoor on 25.7.1955 The sale was conducted by the District Forest Officer, South Kanara, Mangalore. I submit that the amount fetched by the sale is such that it will stand first in the annals of the sales in the Forest Department. The amount fetched by the Catechu sales is worth mentioning after the second war. There had also been some sales of casurina coupes of Sabladi and Tenkahole R.F.s, which is also a history in the Forest Department. But unfortunately, none of the sales has been confirmed so far up to the 15th September 1955. I am pointing this out to your Honour that this delay in confirmation of sales has caused unbearable worries and troubles to the successful bidders, the reason being this is the only felling and working season in South Kanara and if this season is lost it is a loss that can never be repaired. This attitude of the Forest Department has made the people so discontented that they abuse the Government as a whole by all sorts of filthy words. This is not an exaggeration but it is a plain

truth. An enquiry into these matters will justify my statement. Every democratic citizen now has taken an undemocratic manner to abuse the Department as well as the Government. If all these contractors refuse to take the coupes that have been successfully bid by them, it will cause great loss to the Government. I fear the irregularities of the Forest Department will cause not only loss of money to the Government but it will cost even more by the loss of prestige of the Government.

A kind reading of the recent copies of the agreement of the Forest Department will reveal that they are all one-sided. All the clauses and conditions are beneficial to the Forest Department and not in the least to the contractors. As there is no provision to challenge the clauses and as we are the regular contractors of the Forest Department for the past several years, and we have to live on this trade from the time of our ancestors, we with a heavy heart put our signatures to the agreement. I am told even in the Government, it is with due respect noted that the agreement should be impartial and beneficial to both the parties to the transactions without an ultimate motive of harassment to the lessees. I mean by this, clause No.4 of the sale notice which runs as "The period of lease is from 1.9.55 or from the date of execution of agreement, if later up to the 30th April 1956. The period of lease will not be extended under any circumstances." The clause in itself is flimsy and one-sided inasmuch as it does not restrict the commencement of the lease period and at the same time lays stress on the definite ending of the lease period. In a democratic state, I submit, the rules and regulations are meant for the protection of the people inasmuch as they safeguard the interest of the Department. Because some of the rules are one-sided, the Department should not take undue advantage of the rules and contractors made a prey to such rules.

In conclusion, in the name of justice and fairplay, I most humbly submit to your Honour with a firm faith that my above appeal and heart burning pains will convince your Honour and I pray for the following:

A 1) That an extension of time up to 30th of April 1957 be given to me to work the Murkody hola R.F. Coupe A - 53 acres; and

B 2) In this connection I submit that if there is no adequate provision in rules and regulations of the Forest Department to hand over a fuel coupe for two years to a single contractor, I am prepared to take up the coupe from 1st July 1956 to 30th April 1957.

I have to submit that unless the above grievances of mine are enquired and settled I appeal to your Honour in the name of justice kindly

1) to issue a stay order of confirmation of Murkody R.F. Coupe A of 53 acres; and

2) In case, if the coupe is confirmed before receipt of this memorandum, your Honour may be most kind enough to issue an order of stay for the execution of the agreement, the reason being if once the agreement is executed by me, I am bound to comply with the conditions of the agreement.

I beg to submit that I am prepared to take up the Coupe under the above conditions only, failing which, I may not be held responsible for the loss incurred by the Government due to the irregularity caused by the Forest Department. I am not prepared to take up the coupe, if it is handed over to me on any later date with the restricted conditions.

C Hence, the amount of Rs 3,340/- deposited by me may kindly be ordered to be released to me. Under any conditions of the sale notice, I should not be held responsible for the matter.

Lastly, with these plain words, I seek justice from my Government in this matter. I submit to your Honour

under the conditions and circumstances explained above, I am prepared to take up the coupe Murkody R.F. Coupe A - 53 acres if the extension of voidah is granted up to 30th April 1957 or the coupe delivered to me for a period from 1st July 1956 to 30th April 1957.

Waiting for early and favourable orders in the matter,

I beg to remain,

S i r ,

Yours faithfully,

15/9/1955

Vandse,
15th September, 1955.

Copy submitted to

1) The Chief Conservator of Forests, Madras
2) The Honourable Minister Bhaktavatsalam, Minister for Forests, Govt. of Madras
3) Sri A. B. Shetty, Minister for Health, Govt. of Madras through Y.Manjaya Shetty, M.L.A., Coondapur
4) Sri S. S. Kolkebail, M.L.A., Coondapoor

Encl:- 1) My petition dated 9.7.1955.
2) My petition dated 30.7.1955.
3) S.Kanara D.F.O's R.C.no. 3145/55-C5 dated 2.7.55

From:

Vandse Gopalakrishna Nagappaya Shanbhag,
Forest Contractor,
Post: V A N D S E.
Coondapoor Taluk, S.Kanara.

To:

The District Forest Officer,
South Kanara, M A N G A L O R E.

Regd. A.D.

S i r,

Re:-Moorkody Reserve - Sale of 100 acres on 25-7-1955 - Alteration of lease period Requested.

****

I have to submit the following for kind consideration of the District Forest Officer, South Kanara, and favourable orders.

I am given to understand that the lease period of Moorkody Reserve Forest - 100 acres - to be sold by public auction on 25-7-1955, will be from the 1st September 1955. In this connection I have to submit that it will be very inconvenient for the contractors, who purchase the coupe, to satisfactorily work the coupe, as the lease period commences too late. The main reason for cutting forest coupes is from July to September, when mazdoors are freely available, as they have got no other work for them after cultivation work in June. During this period labourers are freely available and contractors can carry on cutting operation at moderate charges. I have to submit that at the end of September, as the harvest season begins, most of the labourers will be engaged in harvest work and after harvesting most of them go in search of some profitable jobs in Ghat side. Thus cutting operations after September every year will suffer badly for want of adequate number of labourers and practically there is no progress at all in cutting operations after September every year. If at all it has to be continued, the contractors will have to engage coolies at higher wages and that too with much difficulty.

In view of the above facts, I submit that the lease period of Moorkody Reserved Forest may kindly be altered from 1st September and the coupe may kindly be handed over to the successful bidder as early as possible, preferably by 10th August 1955. This change of lease period will enable the successful bidder to begin cutting operations early and to cope with the limited time available for cutting operations. This change of lease period is likely to fetch a higher price than the price it would have fetched with the lease period commencing from 1st September as originally fixed by the Department.

I beg to submit that the District Forest Officer, who knows fully well the local conditions and the availability of labourers freely during monsoon, may kindly be pleased to alter the lease period and arrange to deliver the coupes sold on 25-7-1955 as early as possible to the successful bidders.

Waiting for early and favourable orders in the matter,

Yours faithfully,

V A N D S E.

9---7---1955.

9/7/55

Copy submitted to:

The Conservator of Forests, Ootacamund Circle, Ootacamund, for favour of information and early orders in the matter.

True Copy

15/9/1955

From:

V.Gopalakrishna Nagappaya Shanbhog,
Forest Contractor, V A N D S E.
Coondapoor Taluk, South Kanara.

To:

The Conservator of Forests,
Ootacumund Circle, OOTACUMUND.

S i r,

Sub:Murkody Reserve Coupe A - 53 Acres - Request of early felling - Report submission of.

Ref:My petition dated 9-7-1955 to the District Forest Officer, S.Kanara.

*****

I have to submit that in the auction sale held at Coondapoor on 25-7-1955, I have purchased Murkody Reserve Coupe A-53 acres, for Rs.16,740/-, which comes to Rs.316/- per acre. By the above Sale, the Conservator of Forests might have been convinced that the coupe has been sold at a very high price. The yield in the Coupe will be a moderate one. Hence, unless the Conservator of Forests shows a kind corner to modify one clause of Sale Notice regarding the commencement of lease (condition 4) I may be put to further difficulties to secure labour. The contractors of the other fuel coupes of the Range, such as Harmannupare Coupe XXII, Mudgalpare Coupe XXII, Gunduberu Coupe, etc. have already commenced felling work and conversion in their respective coupes by the 1st of July 1955. These coupes are in touch with or surrounding the Murkody R. F. Coupe, which has been purchased by me. There are only limited number of labourers available in the villages and hence, if I do not start the work with the other contractors, my cutting work will suffer and I have to pay more wages to the mazdoors. I have to drive out one point clearly, that is, I have purchased the coupe at a higher price and unlike in other coupes, I have to carry out a rather difficult job of arranging the unremoved cut material along the contours (condition No.7).

As already pointed out by me in my last petition, the harvest season in South Kanara commences early in October and as almost all in the villages are cultivators or dependant on cultivation, they will go for harvesting. So, before the harvest, cutting of coupes has to go half the way, otherwise it may not be easily possible to complete the work in time within the voidah.

In addition to the difficulties pointed out by me in my petition dated 9-7-1955, I have to submit the above points for the kind consideration and favourable orders.

Hence, if the Murkody R.F.Coupe A -53 Acres, is confirmed in my name, I kindly request that orders may be issued to commence the work as soon as I execute the agreement, instead of waiting upto the 1st of September 1955. I have to submit that handing over the coupe for working immediately after the execution of agreement will in no way result in any harm or inconvenience to the Forest Department, but it will do some good to the Department's longstanding contractors.

I have to submit that while marking the strips in Murkody R.F.Coupe A, strip No.I has been marked by the side of the river on the eastern side. The commencement of work in Strip I by the side of the river will be troublesome as the extraction path leading to the Coupe has to pass first through Strip No.III and II. Hence, I request that orders may kindly be issued to change the numbers of present Strip No.3 into I, and the present strip No.1 into 3.

Waiting for early and favourable orders in the matter,

Yours faithfully,

V A N D S E.
Date:30--7--1955.

30/7/1955

Copy submitted to:
The District Forest Officer,
South Kanara, Mangalore.

True Copy

15/9/55

No. F.No. 3142/55. C3.

District Forest Office, South Kanara
Mangalore, dated 2- 7- 1955.

Sale of coupes - 1955-56.

The right of cutting, collection and removal of the whole stock in the following coupes will be put up for auction by the District Forest Officer, South Kanara or by an Officer authorised by him at 2 P.M. on Monday the 25th July 1955 (25-7-1955) at the Forest Range Office Coondapoor.

Coondapur Range:- 1. Murkodihola coupe A ... 53 Acres
2. -do- B ... 43 acres.
3. Sabladi Reserved Forest Casuarina plantation coupe I raised in 1943 ... 19.5 acres
4. -do- -do- Coupe II raised in 1944. ... 24 acres.

Karkal Range.
5. Tenkehola R.F. Coupe I Casuarina planted area in 1944. .. 32 acres.

CONDITION OF SALE

1. All intending bidders shall pay an Earnest Money Deposit of
For items 1 and 2 ... Rs 1000-0-0
For item 3 ... Rs 500--0--0 ive hundred)
For item No.4. ... Rs 600--0-0
For item 5 ... Rs 800--0-0
at the time of sale before the sale commences. The Earnest Money deposits of the highest bidder will be retained, but those of the other bidders will be returned at the close of the sale.

2. The usual solvency certificate which should be not earlier than three months prior to the date of sale shall be produced by all the bidders.

3. Persons who do not produce solvency certificates will also be allowed to bid provided they deposit the usual Earnest Money Deposit as stated above and pay the full bid amount less the Earnest Money Deposit at the close of the sale.

4. The period of lease is from 1-9-1955 or from the date of execution of the agreement, if later, up to 30th April, 1956. The period of lease will not be extended under any circumstences —

5. The successful bidder, if his bid is confirmed, shall pay the full lease amount in three equal instalments as follows:-
(a) 1st instalment equal to 1/3 of the bid amount less the Earnest Money Deposit paid. } Within 10 days of receipt of sale confirmation order.
(b) II instalment equal to the next one third of the bid amount. } On or before 15- 11- 1955.
(c) III instalment being the balance lease amount in full. } On or before 15-1-1956.

6. The successful bidder, shall also pay the security deposit as detailed below and shall execute the usual agreement within 10 days of receipt of sale confirmation order.
(a) For leases up to Rs 1000/- in value Rs 200/- or 25% of the lease amount whichever is less.
(b) For leases over Rs 1000 but not more than Rs 5000 in value } 25% of the lease amount subject to a maximum of Rs 750/-
(c) For leases over Rs 5000/- in value: 15% of the lease amount.
Sales tax according to the rules in force shall also be paid along with the I instalment of the coupe.

7. These coupes are intended to be planted by the Department without burning the area, and therefore the lessee should remove all materials from the coupe without leaving them inside the coupe. Unsaleable materials, if any which the contractor may not want to remove from the coupe, shall be transported and stacked along the contours at the contractor's cost.

8. Other conditions of the sale are the same as those adopted for the sale of 1955-56 fuel coupes, and printed & published on 24th December 1954 copy of which can be perused at the Dt. Forest Office, Mangalore or at the Forest Range Office.

Widely printed A.L notice

Sd/- M.A. QUARAISHY.
Dt. Forest Officer, South Kanara

True copy/By Order.
Head Clerk.

To all contractors.
Copy to R.O. Coondapur with 15 spare copies for wide publication.
br. 4.7.